

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

BARCLAYS TRUST,

Plaintiff,

v.

NATIN PAUL; WORLD CLASS HOLDING
COMPANY, LLC; and WORLD CLASS
MANAGEMENT COMPANY, LLC,

Defendants.

Case No. 1:20-cv-00947

DEFENDANT’S ORIGINAL ANSWER

Defendant World Class Holding Company, LLC (“Defendant”) files this original answer to Plaintiff Barclays Trust’s original complaint.

A. Admissions & Denials

1. Defendant admits the third sentence in paragraph 1 of Plaintiff’s Complaint and denies the remainder of the paragraph.
2. Defendant does not have knowledge to admit or deny the allegations in paragraph 2 of Plaintiff’s Complaint.
3. Defendant admits the allegations in paragraph 3 of Plaintiff’s Complaint.
4. Defendant admits the allegations in paragraph 4 of Plaintiff’s Complaint.
5. Defendant admits the allegations in paragraph 5 of Plaintiff’s Complaint.
6. Defendant denies the allegations in paragraph 6 of Plaintiff’s Complaint.
7. Defendant admits the allegations in paragraph 7 of Plaintiff’s Complaint.
8. Defendant does not have knowledge to admit or deny the allegations in paragraph 8 of

Plaintiff's Complaint.

9. Defendant denies the allegations in paragraph 9 of Plaintiff's Complaint.
10. Defendant denies the allegations in paragraph 10 of Plaintiff's Complaint.
11. Defendant denies the allegations in paragraph 11 of Plaintiff's Complaint.
12. Defendant denies the allegations in paragraph 12 of Plaintiff's Complaint.
13. Defendant denies the allegations in paragraph 13 of Plaintiff's Complaint.
14. Defendant denies the allegations in paragraph 14 of Plaintiff's Complaint.
15. Defendant denies the allegations in paragraph 15 of Plaintiff's Complaint.
16. Defendant admits that the parties reached an agreement but denies the remaining allegations in paragraph 16 of Plaintiff's Complaint.
17. Defendant asserts that the allegations in paragraph 17 of Plaintiff's Complaint merely recite the agreement which speaks for itself.
18. Defendant denies the allegations in paragraph 18 of Plaintiff's Complaint.
19. Defendant denies the allegations in paragraph 19 of Plaintiff's Complaint.
20. Defendant denies the allegations in paragraph 20 of Plaintiff's Complaint.
21. Defendant denies the allegations in paragraph 21 of Plaintiff's Complaint.
22. Defendant denies the allegations in paragraph 22 of Plaintiff's Complaint.
23. Defendant denies the allegations in paragraph 23 of Plaintiff's Complaint.
24. Defendant denies the allegations in paragraph 24 of Plaintiff's Complaint.
25. Defendant denies the allegations in paragraph 25 of Plaintiff's Complaint.
26. Defendant neither admits nor denies the allegations in paragraph 26 of Plaintiff's Complaint and asserts that the referenced document speaks for itself.
27. Defendant denies the allegations in paragraph 27 of Plaintiff's Complaint.

28. Defendant denies the allegations in paragraph 28 of Plaintiff's Complaint.
29. Defendant admits the allegations in the second sentence of paragraph 29 of Plaintiff's Complaint and denies the remainder of paragraph 29.
30. Defendant admits the allegations in the second sentence of paragraph 30 of Plaintiff's Complaint and denies the remainder of paragraph 30.
31. Defendant admits that a payment was not made before July 30, 2020 and denies the remainder of paragraph 31 of Plaintiff's Complaint.
32. Defendant admits the allegations in the second sentence of paragraph 32 of Plaintiff's Complaint and denies the remainder.
33. Defendant admits the allegations in the second sentence of paragraph 33 of Plaintiff's Complaint and denies the remainder.
34. Defendant neither admits nor denies the allegations in paragraph 34 of Plaintiff's Complaint and asserts that the referenced document speaks for itself.
35. Defendant admits the allegations in the last sentence of paragraph 35 of Plaintiff's Complaint and denies the remainder.
36. Defendant neither admits nor denies the allegations in paragraph 36 of Plaintiff's Complaint and asserts that the referenced document speaks for itself.
37. Defendant denies the allegations in paragraph 37 of Plaintiff's Complaint.
38. Defendant denies the allegations in paragraph 38 of Plaintiff's Complaint.
39. Paragraph 39 of Plaintiff's Complaint contains no allegations to which a response is required.
40. Defendant denies the allegations in paragraph 40 of Plaintiff's Complaint.
41. Defendant denies the allegations in paragraph 41 of Plaintiff's Complaint.

42. Defendant denies the allegations in paragraph 42 of Plaintiff's Complaint.

43. Defendant denies the allegations in paragraph 43 of Plaintiff's Complaint.

44. Defendant denies the allegations in paragraph 44 of Plaintiff's Complaint.

45. Defendant denies the allegations in paragraph 45 of Plaintiff's Complaint.

46. Defendant denies the allegations in paragraph 46 of Plaintiff's Complaint.

47. Defendant denies the allegations in paragraph 47 of Plaintiff's Complaint.

48. Defendant denies the allegations in paragraph 48 of Plaintiff's Complaint.

B. Conditions Precedent

Plaintiff has not performed all conditions precedent that it was required to perform before filing suit, seeks relief that is not available to Plaintiff, and has included in its Complaint allegations unrelated to this controversy.

C. Prayer

For these reasons, Defendant asks the court to enter judgement that Plaintiff take nothing, dismiss Plaintiff's suit with prejudice, assess costs against Plaintiff, and award World Class Holding Company, LLC all other relief the court deems appropriate.

Respectfully submitted,

GREGOR | WYNNE | ARNEY, PLLC

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**ATTORNEY FOR DEFENDANT
WORLD CLASS HOLDING COMPANY, LLC**

Certificate of Service

On this date I served a copy of this document on all counsel of record by ECF notice of electronic filing.

/s/ Michael J. Wynne
Michael J. Wynne